

APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator/ (954) 797-2093

PREPARED BY: Will Allen

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: EASEMENT AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN EASEMENT AGREEMENT BETWEEN DAVIE ROAD INVESTMENTS, LLC, AND THE TOWN OF DAVIE, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This is a resolution agreeing to accept an easement for the purposes of allowing a sidewalk to be constructed, allowing street furniture, allowing a bus shelter and landscaping over a portion of the eastern boundary of the property at 4699 Davie Road. The property in the easement is the eastern 3' of the lot except the easement is 10' wide at the northern 20' of the property. The CRA Board and Town Council approved a grant for \$50,000 for improvements made to 4699 Davie Road subject to granting this easement. The CRA could widen this sidewalk in the future and it does appear to be a very good site for a bus shelter at the north end of the property.

PREVIOUS ACTIONS: The CRA Board approved a Commercial Improvement Grant for Davie Road Investments, LLC on September 14, 2009 subject to an easement being approved to the Town of Davie for a sidewalk and bus shelter to be erected in the future. Town Council ratified the Grant for \$50,000 on October 7, 2009 by Resolution No. R-2009-270.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution
Easement Agreement Between Town of Davie and Davie Road
Investments, LLC
Resolution No. R-2009-270

RESOLUTION NO. R-2010-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN EASEMENT AGREEMENT BETWEEN DAVIE ROAD INVESTMENTS, LLC, AND THE TOWN OF DAVIE, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Davie Road Investments, LLC, is the owner of property at 4699 Davie Road, and

WHEREAS, The Town of Davie requires the use of an easement to be granted by this Agreement for certain purposes, including, but not limited to, sidewalks, street furniture, bus shelter, and landscaping, and associated drainage.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie, Florida approves an easement agreement between Davie Road Investments, LLC, and the Town of Davie, Florida.

SECTION 2. The Mayor is authorized to execute the resolution and easement agreement by affixing her signature to said Resolution and easement agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF
_____, 2010.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010.

Prepared by and please return to:

Gerald L. Knight, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this 27th day of January 2010, by and between **DAVIE ROAD INVESTMENTS, LLC**, a Florida limited liability company, whose address is 3636 Juniper Lane, Davie, Florida 33330 (the "Grantor"), and the **TOWN OF DAVIE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida 33314 (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Grantor Property"); and

WHEREAS, Grantee requires the use of the easement granted by this Agreement for certain purposes, including, but not limited to, sidewalks, street furniture, bus shelter, and landscaping and associated drainage under the conditions as hereinafter provided.

NOW, THEREFORE, In consideration of the premises, the mutual benefits resulting from this Agreement, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** Grantor hereby grants a non-exclusive easement for certain purposes, including, but not limited to, sidewalks, street furniture, bus shelter, and landscaping and associated drainage ("**Easement**") to Grantee, on, over, under, across and through the Grantor Property, including the right of ingress and egress, for

the construction, installation, alteration, use, maintenance and repair of the facilities and installations described herein.

3. **Term of Easement.** The Easement and rights granted by Grantor to Grantee herein shall be perpetual in duration.

4. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Broward County, Florida.

5. **Enforceability; Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, shall run with said lands forever, and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. Grantor will defend the title to said Easement against all persons claiming by, through or under Grantor.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings of the parties.

7. **Governing Law.** This Agreement is governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and

Intentionally Left Blank

seals to this Agreement this 27th day of January, 2010.

GRANTOR:

WITNESSES:

sign Estela A. Lopez
print Estela A. Lopez
sign Katie Nicole
print Katie Nicole

DAVIE ROAD INVESTMENTS, LLC, a
Florida limited liability company

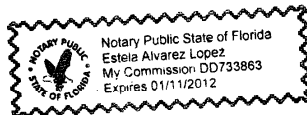
By: [Signature]
Name: Scott T. McCullough

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of January, 2010, by Scott T. McCullough, as President/owner of the DAVIE ROAD INVESTMENTS, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Estela Alvarez Lopez
NOTARY PUBLIC, State of Florida

Print Name: _____
My Commission Expires: _____
My Commission Number: _____



GRANTEE:
TOWN OF DAVIE, FLORIDA

WITNESSES:

sign _____

print _____

sign _____

print _____

By: Judy Paul, Mayor

Attest:

Town Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of the TOWN OF DAVIE, a municipal corporation organized under the laws of the State of Florida, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name: _____

My Commission Expires: _____

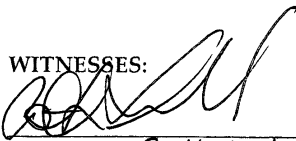
My Commission Number: _____

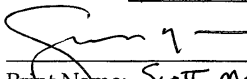
JOINDER AND CONSENT OF MORTGAGEE

IRONSTONE BANK, being the holder of that certain mortgage dated March 26, 2008, and recorded March 27, 2008, in Official Records Book 45220, Page 1367, of the Public Records of Broward County, Florida hereby consents and subordinates its mortgage to the foregoing Easement Agreement.


IN WITNESS WHEREOF, this Joinder and Consent has been executed this 27th day of January, 2010.

WITNESSES:


Print Name: Beth Leboff

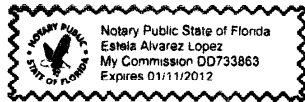

Print Name: Scott McCullough

IRONSTONE BANK

By: 
Print Name: Robert Spector
Title: V.P.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of January, 2010, by Robert Spector, as Vice President of IRONSTONE BANK, who is personally known to me or has produced _____ as identification.



Print Name: _____
My Commission Expires: _____
My Commission Number: _____


NOTARY PUBLIC

EXHIBIT "A"

GRANTOR PARCEL

EXHIBIT "A"

**STONER & ASSOCIATES, INC.**

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 66334341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997

Fax (954) 585-3927

RECORDING AREA

LEGAL DESCRIPTION OF:

A GENERAL UTILITY EASEMENT, SIDEWALK EASEMENT AND STREET FURNITURE EASEMENT
 A PORTION OF LOT 8, BLOCK 7 AND A PORTION OF VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOT 8
 MAP OF DAVIE, P.B. 3, PG. 71, M-D.C.R.
 LYING IN SECTION 27-50-41
 TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 8, BLOCK 7, AND A PORTION OF A VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOT 8, ALL AS SHOWN ON THE MAP OF DAVIE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 71, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (NOW A PART OF BROWARD COUNTY, FLORIDA) SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST PER JOHN W. NEWMAN'S SURVEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

THENCE NORTH 01°37'33" WEST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 27 AND ALONG THE BASELINE OF SURVEY FOR DAVIE ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION 86015-2506, A DISTANCE OF 302.01 FEET;

THENCE SOUTH 88°22'27" WEST, A DISTANCE OF 37.31 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. 47th STREET AND THE WESTERLY RIGHT OF WAY LINE OF DAVIE ROAD (S.W. 64th AVENUE) PER OFFICIAL RECORDS BOOK 25756, PAGE 671, BROWARD COUNTY RECORDS, AND TO THE POINT OF BEGINNING;

THENCE NORTH 03°37'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF DAVIE ROAD, A DISTANCE OF 132.28 FEET TO A POINT ON THE CENTERLINE OF A 15.00 FEET WIDE VACATED ALLEY LYING IMMEDIATELY NORTH OF AND ADJACENT TO SAID LOT 8;

THENCE SOUTH 88°19'19" WEST ALONG THE CENTERLINE OF SAID VACATED ALLEY, A DISTANCE OF 10.01' FEET TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF DAVIE ROAD;

THENCE SOUTH 03°37'35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE 20.34 FEET;

THENCE NORTH 86°22'25" EAST, A DISTANCE OF 7.00 FEET TO A POINT ON A LINE 3.00 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF DAVIE ROAD;

THENCE SOUTH 03°37'35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE 112.18 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 47th STREET;

THENCE NORTH 88°18'51" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
3. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON N.01°37'33"W., ALONG THE EAST LINE OF THE S.E. 1/4 OF SECTION 27-50-41 PER NEWMAN'S SURVEY.
5. THE PARCEL CONTAINS AN AREA OF 538 SQUARE FEET, MORE OR LESS.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
 COPYRIGHT © 2009

WALTER DE LA ROCHA *Walter de la Rocha*
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6081 - STATE OF FLORIDA

DATE OF SKETCH: 09/22/09 DRAWN BY: WDLR CHECKED BY: JDS FIELD BOOK: N/A

SEAL

NOT VALID UNLESS
 SEALED HERE WITH
 AN EMBOSSED
 SURVEYOR'S SEAL

SHEET 1 OF 2

DATE: Oct. 20, 2009 - 2:30pm EST
 FILE: F:\Draw\Town of davie\09-7353 SD 4659 SW 64 Ave\eng\09-7353.dwg
 SKETCH NO. 09-7353

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

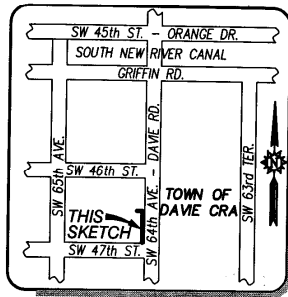
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MAP OF DAVIE, P.B. 3, PG. 71, M-D.C.R.

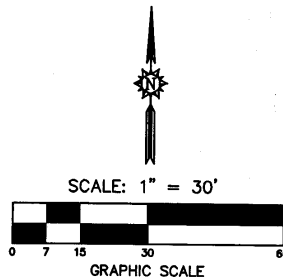
LYING IN SECTION 27-50-41

TOWN OF DAVIE, BROWARD COUNTY, FLORIDA



LOCATION MAP

NOT TO SCALE



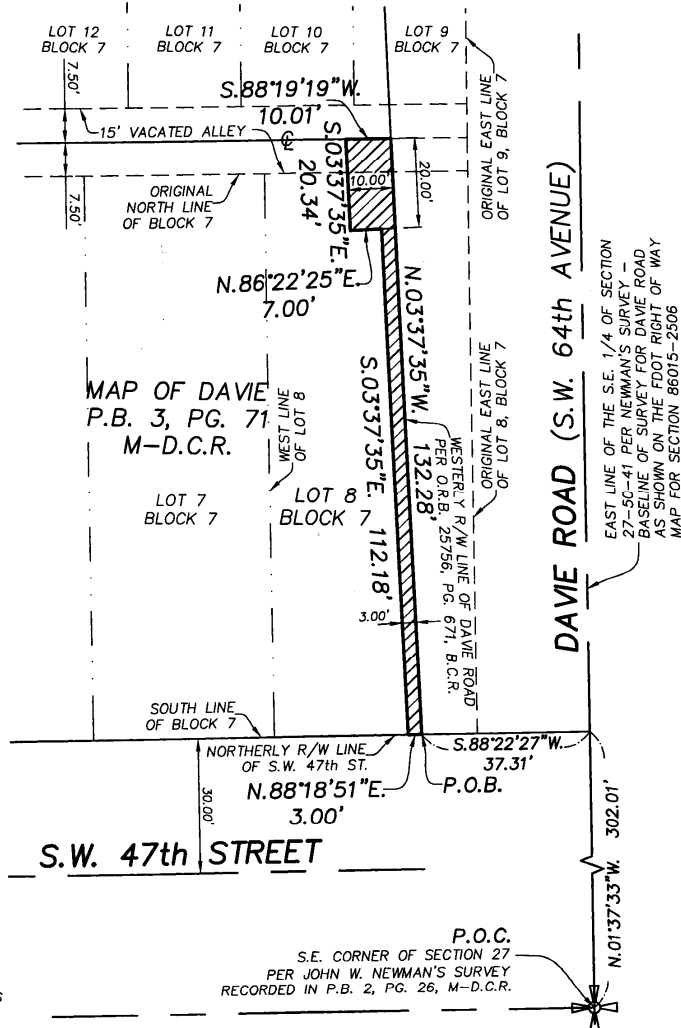
SCALE: 1" = 30'

GRAPHIC SCALE

NOTE:
SEE SHEET 1 FOR THE LEGAL
DESCRIPTION OF THE SKETCH
GRAPHICALLY SHOWN HEREON.

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
M-D.C.R. MIAMI-DADE COUNTY RECORDS
O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT-OF-WAY
C CENTERLINE
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
✓ BREAK IN SCALE



DATE: Oct 20, 2009 - 2:37pm EST FILE: F:\Draw\Town of Davie\09-7353 SD 4699 SW 64 Ave\dwg\09-7353.dwg

SHEET 2 OF 2

SKETCH NO.
09-7353

RESOLUTION NO. R-2009-270

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE DAVIE COMMUNITY REDEVELOPMENT AGENCY'S APPROVAL OF COMMERCIAL GRANT LOAN ASSISTANCE IN THE AMOUNT OF \$50,000 TO DAVIE ROAD INVESTMENTS, LLC (SCOTT MCCOLLOUGH), 4699 DAVIE ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Davie Community Redevelopment Agency instituted a Commercial Grant Program on January 12, 2009; and

WHEREAS, the intent of the Commercial Grant Program is to provide an incentive to encourage improvements to commercial property with the redevelopment area; and

WHEREAS, the CRA wishes to assist in the renovation of the building at 4699 Davie Road, to be used for an attorneys office on property owned by Davie Road Investments, LLC; and

WHEREAS, the estimated construction project provided an investment of over \$221,000 in the redevelopment area; and

WHEREAS, the property owner will grant an easement of 3' in width along the eastern portion of the property and a 10' x 20' easement at the northeast corner of the property to the Town of Davie; and

WHEREAS, this project will increase the taxable value of property in the redevelopment area.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

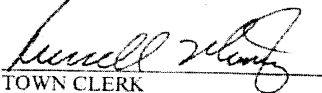
SECTION 1. The Town Council of the Town of Davie ratifies the CRA's approval of Commercial Grant Assistance in the amount of \$50,000 to Davie Road Investments, LLC for its redevelopment project.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7th DAY OF October, 2009.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 7th DAY OF October, 2009.